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FORM PTD-1034 (Rev. 8-83) OMB No. 0651-0011 (exp. 4/94)		RECORDAT 8-5-99 TRA		101112191		DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.							
1. Name of conveying party(ies): International Graffiti Control, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No				2. Name and address of receiving party(ies) Name: European American Bank Internal Address: One Street Address: One EAB Plaza City: Uniondale State: NY ZIP: 11555 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: July 30, 1999							
4. Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,826,624 1,566,345 Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No							
5. Name and address of party to whom correspondence concerning document should be mailed: 9 / 6 6 1 / Return To 9 7 6 6 1 / National Corporate Research, LTD. 225 W. 34th St., Suite 910 New York, N.Y. 10122 (800) 221-0102 (212) 947-7200 City: State: ZIP:				6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$65.00 <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE							
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. LORENA POMERO Name of Person Signing LORENA POMERO Signature 8-3-99 Date Total number of pages including cover sheet, attachments, and document: 7							

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made on the 30th day of July, 1999, and entered into between International Graffiti Control, Inc. ("Debtor") and European American Bank, a New York banking corporation (the "Secured Party"). All capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Note (as defined below).

WHEREAS, Debtor has executed a Master Note in favor of the Secured Party each dated as of the date hereof (as hereafter amended, supplemented or otherwise modified from time to time, being the "Note") pursuant to which Secured Party may lend to Borrower the aggregate principal amounts set forth therein, upon and subject to the terms and conditions thereof;

WHEREAS, Debtor has executed a Security Agreement in favor of Secured Party, dated as of July 30, 1999 (the "Security Agreement");

WHEREAS, Debtor has executed a Guaranty of All Liability in favor of Secured Party, dated as of July 30, 1999 (the "Guaranty");

WHEREAS, Debtor wishes to grant further security and assurance to Secured Party in order to secure the performance by Debtor of its obligations under the Note and the Guaranty and all documents executed in connection therewith, including all interest due thereunder ("Obligations"), and to that effect Debtor agrees to grant to Secured Party a lien upon and securing interest in certain trademark rights as more fully described herein.

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Party to extend credit to Debtor, Debtor agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Obligations, Debtor hereby grants to Secured Party a lien upon and security interest in all of Debtor's right, title and interest in and to the trademarks listed on Schedule A hereto (as they may be amended pursuant hereto from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications for trademarks and trademarks of Debtor hereafter filed or acquired, together with all goodwill associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively, the "Trademarks"). Debtor is granting only a lien upon and security interest in the Trademarks and, subject to such lien and security interest, Debtor expressly retains full title to and ownership of, and all goodwill associated with, the Trademarks.

2. Debtor represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Debtor's knowledge and belief after due inquiry, each of the Trademarks is valid and enforceable and, to the best of Debtor's knowledge, no material infringement or unauthorized use is presently being made of any Trademarks;

(c) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Debtor not to sue third persons;

(d) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(e) Debtor's chief executive office is located at 375 Fairfield Avenue, Stamford, Connecticut 06902; and

(f) Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Secured Party's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Debtor shall become entitled to the benefit of trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any trademark or any improvement on the Trademarks, the provisions of paragraph 1 shall automatically apply thereto and Debtor shall give to Secured Party prompt notice thereof in writing.

5. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A hereto to include any future trademarks and trademark applications which are Trademarks under paragraph 1 or paragraph 4 hereof.

6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given them by this Agreement or the Security Agreement, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, upon 10 days' prior written notice during which time, for purposes of this Agreement only, Debtor shall have an opportunity to cure such Event of Default, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after

payment in full of the Obligations shall be paid over to the Debtor.

7. If any Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in their exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and disbursements incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Debtor on demand by Secured Party.

9. Debtor shall have the duty, until the Obligations are paid in full to file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters, and to preserve and maintain all rights in the Trademarks, including, without limitation, the payment of all maintenance fees when due. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Debtor shall not abandon any Trademark without the consent of Secured Party.

10. Debtor shall use all reasonable efforts to detect any infringers of rights described herein and shall advise Secured Party in writing of any material infringements detected. Secured Party shall have the right to demand the Debtor to bring suit and, if Debtor fails to do so or at any time after a Default or an Event of Default under the Note, to bring suit in their name, and to join Debtor, if necessary, as a party to such suit, to enforce the Trademarks and any licenses thereunder. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonably attorneys' fees and disbursements, incurred by Secured Party pursuant to this paragraph 10. Notwithstanding the foregoing, Secured Party shall have no duties with respect to the Trademarks, other than the duties expressly set forth herein, and, without limiting the generality of the foregoing, shall have no duty to prosecute any action for trademark infringement.

11. Debtor hereby grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect or store products sold under any of the trademarks included in the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours upon notice. Debtor shall do any and all acts required by Secured Party to ensure Debtor's compliance with paragraph 2(f) hereof. Secured Party agrees to comply in all respects with applicable

governmental regulations in connection herewith.

12. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

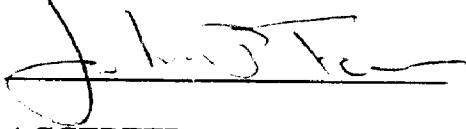
16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York applicable to agreements made and to be wholly performed in the State of New York.

IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.


INTERNATIONAL GRAFFITI CONTROL, INC.

ATTEST-CORPORATE SEAL



ACCEPTED:

EUROPEAN AMERICAN BANK

By: 

Name: Robert Marabon
Title: Vice President

By: 

Name:

Title:

Robert M. Chappetta
President

SCHEDULE A

TRADEMARKS - INTERNATIONAL GRAFFITI CONTROL, INC.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
INTERNATIONAL GRAFFITI CONTROL	1,826,624	March 15, 1994
INTERNATIONAL GRAFFITI CONTROL (stylized)	1,566,365	November 14, 1989

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT)

) ss.: Greenwich

COUNTY OF Greenwich)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of July, 1999 personally appeared Peter A. Chagnon to me known personally, and who, being by me duly sworn, deposes and says that he is the President of International Graffiti Control, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Peter A. Chagnon acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

Laura K. Noe
Notary Public
My Commission Expires June 30, 2003

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